



STATE OF MONTANA
Office of Public Instruction
INVITATION FOR BID
(THIS IS NOT AN ORDER)

IFB Number:

35060407W

IFB Title:

Web Report Cards

IFB Due Date and Time:

April 18, 2003
2:00 p.m. local time

Number of Pages: Eight

ISSUING AGENCY INFORMATION

Procurement Officer:

Sioux Roth, Purchasing

Issue Date:

April 7, 2003

OFFICE OF PUBLIC INSTRUCTION

P O Box 202501
1227 11th Avenue
Helena, MT 59620-2501

Phone: (406) 444-4404

Fax: (406) 444-1369

Website: www.opi.state.mt.us

INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW
AND RETURN THIS PAGE WITH YOUR BID
AND ANY REQUIRED DOCUMENTS TO THE
ADDRESS LISTED ABOVE UNDER "ISSUING
AGENCY INFORMATION."**

Mark Face of Envelope/Package:

IFB Number: WEB REPORT CARDS, P O
#35060407W

IFB Due Date: 04/18/03, 2:00 P.M. LOCAL TIME

Special Instructions:

Alternate Bids:

Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Payment upon completion

Delivery Date:

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder Federal I.D./Social Security Number:	Bidder E-mail Address:
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

Agency: Montana Office of Public Instruction

Project: Web Report Cards

Successful bidder will

- Successfully complete project for less than \$25,000.
- Have a proven, documented Project Management model.
- Have a proven, documented Software Development model.
- Have successful experience working with state or national level education agency.
- Demonstrate product using Scalar Vector Graphics (SVG) technology that is similar to Wyoming's School Report Cards (http://www.k12.wy.us/pls/stats/esc.show_menu)
- Demonstrate ability to create SVG graphics from XML based queries (<http://www.w3.org/Graphics/SVG/Overview.htm8>).

Project Description

The contractor will develop web-based School Report cards for Montana schools, districts, and state. The contractor will train and provide initial support to OPI staff in the creation and maintenance of report cards. The report cards summarize assessment, demographic, and other indicators in accordance with the requirements of the No Child Left Behind Act (NCLB). Montana contains 988 schools and 465 districts.

The web-based report cars are a preferred solution because they simply and elegantly display school indicators on the web. The method of using XML and SVG provides a relatively straightforward, open source means to produce school report cards that can be used in reports by local districts as well as accessed by the general public. This solution works with OPI's existing deployment strategy. Wyoming has done most of the work of determining the formatting of school indicators in a way that is easily understandable. OPI is attempting to leverage 1.5 years of Wyoming effort. OPI wants a contractor familiar with education business context, relational databases, XML, SVG, and efficient software development process to expedite the report card development.

Montana Information Technology Plan

The project satisfies these goals of the Montana Information Technology Plan:

Objective #1 – Support schools so that all students can achieve high standards.

1.1 Provide assistance to Montana educators in the efficient and effective use of resources. The Information Technology Division will continue to provide electronic information resources (Web Report Cards) to OPI and field staff.

Objective #2 - Assess and communicate the quality and achievements of K-12 education

2.1 Develop and disseminate a Montana Statewide Educational Profile that presents information about our K-12 public schools and students across a broad range of indicators of quality. IT staff will provide portions of this

profile on line and in real time so that the public and the legislature know the status of schools. Measure: the time to complete and number of profile features available.

Objective #3 - Provide access to and management of information and data related to K-12 school improvement

3.1 Develop and disseminate the Montana Statewide Education Profile and the local district formats. The web staff will deliver via the Internet. Measure: number of downloads or accesses.

3.2 Assist Montana educators in the development of local education profiles. The OPI professional staff and IT staff will work together to training staff, publish, and document local profiles. Measure: number of profiles available via OPI's web site; field feedback of process; federal audit findings.

3.5 Develop and enhance electronic systems for Montana educators to report and retrieve information and data related to K-12 education. IT staff will make summarized information available on the web site for as many collections as possible. Measure: percent of collection reporting summarized data back to the OPI web site.

Project/Task Objectives and Requirements

In General, the contractor and client agree to:

- Great customer service to OPI
- Results in a product similar to Wyoming's Report card
- Development process follows a successfully proven model
- The OPI team will meet in advance of contractor's initial visit to hammer out a common vision
- The contractor will visit Helena for 2-4 days to lead us through our joint development process
- OPI staff will generate the data for the charts and graphs in accordance to the agreed upon specifications

Scope of Work, Deliverables and Acceptance Criteria

Contractor shall provide Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Phase 1:

Initial trip to Helena and meeting [Week of April 28th]

3-4 days on site to nail down analysis on what reports should look like.

Assign project roles and explain communication structure.

Set expectation that this runs currently to run through to completion.

Draw out all reports.

Get to work on detail design for each screen.

Identify products to be delivered (4-5 main SVG templates) [Week of April 28th]

Identify number of reports

Identify specific information on reports

Identify number of combinations (i.e. 988 schools x 5 school reports = 4,940)

Identify timelines:

2-3 month consecutive month commitment for team members [April 21 – July 14]

Design web pages for Report Card site [May 1-15]

Customizations to reports to distinguish from Wyoming [May 15-June 30]

Mentoring OPI staff in methods and modifications [May 15-July 14]

Implementation [June 1 – July 14]

Technical documentation [On-going]

Visually shows system
Provides help in modifying system

Phase 2 (if OPI wants to continue after Phase 1):

Create means to generate PDF pages with annotations

Option: Active reports (\$3,000 -\$4,000)

Option: Java reports (mostly free)

Both Phase I and II will not exceed \$25,000 totally

Contractor shall produce:

Results in a product similar to Wyoming's Report card (see above web site)

Charts and text that represents Montana's school, district, and state status

Web Report Card templates in SVG format as XLS style sheets

Field level definitions needed by XLS style sheets.

Consultation on efficient means to display web report cards

Ability to cut and past SVG charts in page design programs used by newspapers

Work with OPI staff to define specific report card content and presentation format.

Training/mentoring for OPI's programming and web staff in the means and methods of working with, designing, and creating SVG files.

The following criteria will be used by the Agency to determine acceptance of the services and/or deliverables provided under this SOW.

- All report templates work with OPI XML queries to generate web report cards
 - Reports show content agreed to by OPI and the contracting staff
 - Reports show content correctly (correct calculations)
 - Report generate quickly
- Training is provided to OPI staff so OPI staff can understand, change, delete, and create their own SVG templates or modify existing templates.
 - OPI staff can demonstrate their knowledge by modifying templates

Timeline and Period of Performance

The period of performance for this project will start on April 28 and the work tasks are estimated to continue through July 14. The State has the right to extend or terminate this SOW at its sole discretion.

Compensation and Payment

Agency shall pay Contractor an amount not to exceed \$25,000 dollars for the performance of all activities necessary for or incidental to the performance of work as set forth in this SOW. The contractor's hourly compensation for services rendered shall be based on Contractor's Prices as set forth in the Consulting and Services Agreement.

Agency shall reimburse Contractor for travel and other expenses as identified in this SOW, or as authorized in writing, in advance by Agency. No payment of travel expenses will be made to Contractor for routine travel to and from Agency's location. Contractor shall provide a detailed itemization of expenses as requested by Agency. The amount reimbursed to Contractor is included in calculating the "not to exceed" amount specified above.

Contractor Staff, Roles and Responsibilities

<i>Role/Area</i>	<i>Who</i>	<i>Title</i>	<i>E-mail</i>	<i>Phone</i>
<i>Project Manager</i>	<i>To Be Named</i>	<i>Senior Consulting Manager</i>		
<i>Programming Contact</i>	<i>To Be Named</i>	<i>Programmer</i>		
<i>Technical Contact</i>	<i>To Be Named</i>	<i>Senior Technical Manager</i>		

Additional Terms and Conditions Specific to this SOW

All work and intermediate work products will be delivered to the Montana Office of Public Instruction.

Team Guidelines

One or two individuals focused on data side.

People involved who understand the statistical reporting, so data is formatted correctly.

Response needed by e-mail and/or phone within 24-hour from all team members. (Usually simple questions)

Style and formatting leader for web report cards.

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors may be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.discoveringmontana.com/doa/gsd/css/Resources/ReciprocalPreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

Revised 3/03